ADDENDUM TO EMERGENCY BACK-END REGISTRY OPERATOR AGREEMENT

This Addendum to that certain Emergency Back-End Registry Operator Agreement, dated as of 21 August 2019 (the "2019 EBERO Agreement"), by and between the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and Nominet UK, a private company limited by guarantee and organized under the laws of England and Wales ("EBERO Service Provider"), is by and among ICANN and EBERO Service Provider ("Addendum") and is dated as of 21 August 2019 (the "Addendum Effective Date") . ICANN and EBERO Service Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used and not defined herein will have the respective meanings given thereto in the 2019 EBERO Agreement.

WHEREAS, the Parties previously entered into an Emergency Back-End Registry Operator Agreement, dated 22 January 2014 (the "2014 EBERO Agreement");

WHEREAS, under the 2014 EBERO Agreement, EBERO Service Provider was designated as the emergency back-end registry operator commencing 7 December 2017 pursuant to an Event Activation Order for one Failed TLD (.wed) and these services are ongoing (the "Existing EAO");

WHEREAS, EBERO Service Provider participated in a request for proposal process and was chosen to continue to serve as an emergency back-end registry operator pursuant to the 2019 EBERO Agreement;

WHEREAS, the Parties desire to end the 2014 EBERO Agreement and have the ongoing services for the Existing EAO be governed by the 2019 EBERO Agreement;

WHEREAS, the purpose of this Addendum is to amend the 2019 EBERO Agreement in order to modify certain provisions that are not applicable to the Existing EAO.

NOW, THEREFORE, in consideration of the above recitals acknowledged herein by reference, the Parties, intending to be legally bound hereby, do mutually agree as follows:

1. The 2014 EBERO Agreement is terminated effective as of the Addendum Effective Date subject to Section 3.4 of the 2014 EBERO Agreement ("Effect of Termination").

2. The Existing EAO shall not be terminated but will be transferred under, and governed by the terms of, the 2019 EBERO Agreement, subject to the terms of this Addendum, effective as of the Addendum Effective Date.

3.   Section 5.2 of the 2019 EBERO Agreement shall not apply to the Existing EAO (i.e. no Standard Emergency Event Fee shall be paid).

4. Section 5.3 of the 2019 EBERO Agreement shall not apply to the Existing EAO until

that date which is 36 months from the commencement of the Existing EAO (i.e. the Ongoing Event Fee shall be paid commencing 8 December 2020).

5. This Addendum shall constitute an integral part of the 2019 EBERO Agreement. Notwithstanding Section 6.8 of the 2019 EBERO Agreement, the 2019 EBERO Agreement (including its Exhibits, those specifications and documents incorporated by reference to URL locations, the Common Transition Process Document, and all Event Activation Orders which form a part of it) and this Addendum and the Existing EAO constitute the entire agreement of the Parties hereto pertaining to EBERO services and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties on that subject. The 2019 EBERO Agreement and this Addendum shall at all times be read together.

6. Except as specifically provided for in this Addendum, all of the terms of the 2019 EBERO Agreement shall remain unchanged and in full force and effect, and, to the extent applicable, such terms shall apply to this Addendum as if it formed part of the 2019 EBERO Agreement.

7. This Addendum may be executed and delivered (including by electronic transmission) in any number of counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Cyrus Namazi
Senior Vice President, Global Domains Division

NOMINET UK

By: _____
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